

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

IN RE: AIR CARGO SHIPPING SERVICES
ANTITRUST LITIGATION
MDL No. 1775

06-md-1775 (JG)(VVP)

THIS DOCUMENT APPLIES TO:
ALL ACTIONS

**DEFENDANT THAI AIRWAYS INTERNATIONAL PUBLIC COMPANY
LIMITED'S ANSWER TO THE FIRST AMENDED CONSOLIDATED
COMPLAINT**

Defendant Thai Airways International Public Company Limited (“Thai Airways”) states as follows for its Answer in response to the First Consolidated Amended Complaint, dated February 8, 2007 (the “Complaint”). To the extent the Complaint includes allegations against “Defendants” in general, Thai Airways’ responses to such allegations set forth herein relate to Thai Airways only and to no other Defendant:

DEFINITIONS

1–18. Plaintiffs’ Definitions are Plaintiffs’ own characterizations of the terms, to which no response is required.

NATURE OF THE ACTION

19. Paragraph 19 contains Plaintiffs’ characterization of their own claims, to which no response is required. To the extent that a response is required, Thai Airways denies the allegations in Paragraph 19.

20. Thai Airways denies the allegations in Paragraph 20.

21. Thai Airways denies the allegations in Paragraph 21, except admits that Plaintiffs seek to recover treble damages and injunctive relief for alleged violations of the statutes and regulations cited therein.

22. Thai Airways denies the allegations in Paragraph 22, except admits that Plaintiffs purport to bring this action on behalf of certain alleged classes and subclasses.

DEFENDANT PARTIES

23. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 23.

24. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 24.

25. Thai Airways makes no response to Paragraph 25, because it consists of a defined term as to which no response is required.

26. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 26.

27. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 27.

28. Thai Airways makes no response to Paragraph 28, because it consists of a defined term as to which no response is required.

29. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 29.

30. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 30.

31. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 31.

32. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 32.

33. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 33.

34. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 34.

35. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 35.

36. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 36.

37. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 37.

38. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 38.

39. Thai Airways makes no response to Paragraph 39, because it consists of a defined term as to which no response is required.

40. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 40.

41. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 41.

42. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 42.

43. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 43.

44. Thai Airways makes no response to Paragraph 44, because it consists of a defined term as to which no response is required.

45. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 45.

46. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 46.

47. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 47.

48. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 48.

49. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 49.

50. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 50.

51. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 51.

52. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 52.

53. Thai Airways makes no response to Paragraph 53, because it consists of a defined term as to which no response is required.

54. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 54.

55. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 55.

56. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 56.

57. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 57.

58. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 58.

59. Thai Airways makes no response to Paragraph 59, because it consists of a defined term as to which no response is required.

60. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 60.

61. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 61.

62. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 62.

63. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 63.

64. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 64.

65. Thai Airways makes no response to Paragraph 65, because it consists of a defined term as to which no response is required.

66. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 66.

67. Thai Airways admits that it is a foreign company with its headquarters located at 89 Vibhavadi Rangsit Rd., Bangkok 10900, Thailand. Thai Airways further admits that it conducts air freight operations in the United States and elsewhere. Thai Airways denies the remaining allegations of Paragraph 67.

68. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 68.

69. Thai Airways denies the allegations in Paragraph 69, except admits that it is an air freight carrier that charged base rates and certain surcharges. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of Paragraph 69 as it relates to other Defendants and on that basis denies them.

70. Thai Airways denies the allegations in Paragraph 70.

71. Thai Airways admits that Plaintiffs have named Defendants as parties to all Counts alleged in their Complaint, but denies that any relief is available or appropriate.

UNNAMED CO-CONSPIRATORS

72. Thai Airways denies the allegations in Paragraph 72.

73. Thai Airways denies the allegations in Paragraph 73.

74. Thai Airways makes no response to Paragraph 74, because the Complaint contains no specific allegation against Thai Airways.

AGENTS

75. Thai Airways denies the allegations in Paragraph 75 to the extent they pertain to Thai Airways. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations as they pertain to other Defendants, and therefore, denies the allegations of Paragraph 75.

PLAINTIFF PARTIES

76. Paragraph 76 contains Plaintiffs' characterization of their Complaint, to which no response is required.

FACTUAL ALLEGATIONS

Interstate and International Trade and Commerce

77. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 77 and on that basis denies them.

78. Thai Airways denies the allegations of Paragraph 78.

79. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 79 and on that basis denies them.

80. Paragraph 80 is a legal conclusion, to which a response is not required. To the extent a response is required, Thai Airways denies the allegations of Paragraph 80.

Defendants' Price-Fixing Scheme

81. Thai Airways denies the allegations in Paragraph 81 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 81 as to other Defendants and on that basis denies them.

82. Thai Airways denies the allegations in Paragraph 82 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 82 as to other Defendants and on that basis denies them.

83. Thai Airways denies the allegations in Paragraph 83. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 83 as to other Defendants and on that basis denies them.

Fuel Surcharge

84. Thai Airways denies the allegations in Paragraph 84 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 84 as to other Defendants and on that basis denies them.

85. Thai Airways admits that it, at times, has used surcharges as part of the overall price charged for providing air cargo services, that it sometimes has added surcharges to other charges for carriage of freight and that it has used surcharges to defray certain costs, but otherwise denies the allegations in Paragraph 85 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 85 as to other Defendants and on that basis denies them.

86. Thai Airways denies the allegations in Paragraph 86 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 86 as to other Defendants and on that basis denies them.

87. Thai Airways denies the allegations in Paragraph 87 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 87 as to other Defendants and on that basis denies them.

88. Thai Airways denies the allegations in Paragraph 88 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 88 as to other Defendants and on that basis denies them.

89. Thai Airways denies the allegations in Paragraph 89 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 89 as to other Defendants and on that basis denies them.

90. Thai Airways denies the allegations in Paragraph 90 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 90 as to other Defendants and on that basis denies them.

91. Thai Airways denies the allegations in Paragraph 91 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 91 as to other Defendants and on that basis denies them.

92. Thai Airways denies the allegations in Paragraph 92 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 92 as to other Defendants and on that basis denies them.

93. Thai Airways denies the allegations in Paragraph 93 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the remaining allegations in Paragraph 93 and on that basis denies them.

94. Thai Airways denies the allegations in Paragraph 94 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 94 as to other Defendants and on that basis denies them.

95. Thai Airways denies the allegations in Paragraph 95 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 95 as to other Defendants and on that basis denies them.

Security Surcharge

96. Thai Airways denies the allegations in Paragraph 96 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 96 as to other Defendants and on that basis denies them.

97. Thai Airways denies the allegations in Paragraph 97 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 97 as to other Defendants and on that basis denies them.

98. Thai Airways denies the allegations in Paragraph 98 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 98 as to other Defendants and on that basis denies them.

99. Thai Airways denies the allegations in Paragraph 99 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 99 as to other Defendants and on that basis denies them.

100. Thai Airways denies the allegations in Paragraph 100 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 100 as to other Defendants and on that basis denies them.

War Risk Surcharge

101. Thai Airways denies the allegations in Paragraph 101 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of

the allegations in Paragraph 101 as they relate to other Defendants and on that basis denies them.

102. Thai Airways denies the allegations in Paragraph 102 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 102 as they relate to other Defendants and on that basis denies them.

103. Thai Airways denies the allegations in Paragraph 103 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 103 as they relate to other Defendants and on that basis denies them.

U.S. Customs Surcharge

104. Thai Airways denies the allegations in Paragraph 104 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 104 as they relate to other Defendants and on that basis denies them.

105. Thai Airways admits that the U.S. Customs Service has imposed certain requirements regarding the provision of shipment information and refers to those publicly available requirements for their terms.

106. Thai Airways denies the allegations in Paragraph 106 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 106 as they relate to other Defendants and on that basis denies them.

107. Thai Airways denies the allegations in Paragraph 107 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 107 as they relate to other Defendants and on that basis denies them.

Defendant's Concerted Refusal to Discount

108. Thai Airways states that it is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 108 and on that basis denies them.

109. Thai Airways denies the allegations in Paragraph 109 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 109 as they relate to other Defendants and on that basis denies them.

110. Thai Airways denies the allegations in Paragraph 110 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 110 as they relate to other Defendants and on that basis denies them.

Defendants' Concerted Increases in Yields

111. Thai Airways denies the allegations in Paragraph 111, except admits that yields for the air freight industry as a whole were published from time to time by certain entities.

112. Thai Airways denies the allegations in Paragraph 112 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of

the allegations in Paragraph 112 as they relate to other Defendants and on that basis denies them.

113. Thai Airways denies the allegations in Paragraph 113 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 113 as they relate to other Defendants and on that basis denies them.

Defendants' Allocation of Customers

114. Thai Airways denies the allegations in Paragraph 114 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 114 as they relate to other Defendants and on that basis denies them.

115. Thai Airways denies the allegations in Paragraph 115 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 115 as they relate to other Defendants and on that basis denies them.

Defendants' Intent

116. Thai Airways denies the allegations in Paragraph 116 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 116 as they relate to other Defendants and on that basis denies them.

Fraudulent Concealment

117. The allegations in Paragraph 117 are legal conclusions to which no response is required. To the extent that a response is required, Thai Airways denies the

allegations in Paragraph 117 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 117 as they relate to other Defendants and on that basis denies them.

118. The allegations in Paragraph 118 are legal conclusions, to which a response is not required. To the extent that a response is required, Thai Airways denies the allegations in Paragraph 118 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 118 as they relate to other Defendants, the Plaintiffs or putative class members and on that basis denies them.

119. The allegations in Paragraph 119 relate to Plaintiffs' and putative class members' knowledge to which no response is required. To the extent that a response is required, Thai Airways denies the allegations in Paragraph 119 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 119 as they relate to other Defendants, the Plaintiffs or putative class members and on that basis denies them.

120. Thai Airways denies the allegations in Paragraph 120 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 120 as they relate to other Defendants and on that basis denies them.

121. Thai Airways denies the allegations in Paragraph 121 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 121 as they relate to other Defendants and on that basis denies them.

122. Thai Airways denies the allegations in Paragraph 122 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 122 as they relate to other Defendants and on that basis denies them.

123. Paragraph 123 is Plaintiffs' characterization of their own claims to which a response is not required. To the extent a response is required, Thai Airways denies the allegations in Paragraph 123 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 123 as they relate to other Defendants and on that basis denies them.

124. Thai Airways denies the allegations in Paragraph 124 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 124 as they relate to other Defendants and on that basis denies them.

125. Thai Airways admits that its surcharges were publicly reported from time to time prior to the Class Period, but otherwise denies the allegations in the first and second sentences of Paragraph 125 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the remaining allegations in Paragraph 125 and on that basis denies them.

126. Thai Airways denies the allegations in Paragraph 126 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 126 as they relate to other Defendants, the Plaintiffs or putative class members and on that basis denies them.

127. Thai Airways lacks sufficient knowledge and information to form a belief as to the truth of the allegations in Paragraph 127 and on that basis denies them.

128. Thai Airways lacks sufficient knowledge and information to form a belief as to the truth of the allegations in Paragraph 128 and on that basis denies them.

129. Thai Airways lacks sufficient knowledge and information to form a belief as to the truth of the allegations in Paragraph 129 and on that basis denies them.

130. Thai Airways lacks sufficient knowledge and information to form a belief as to the truth of the allegations in Paragraph 130 and on that basis denies them.

131. Thai Airways lacks sufficient knowledge and information to form a belief as to the truth of the allegations in Paragraph 131 and on that basis denies them.

132. Thai Airways lacks sufficient knowledge and information to form a belief as to the truth of the allegations in Paragraph 132 and on that basis denies them.

133. Thai Airways lacks sufficient knowledge and information to form a belief as to the truth of the allegations in Paragraph 133 and on that basis denies them.

134. Thai Airways lacks sufficient knowledge and information to form a belief as to the truth of the allegations in the first sentence of Paragraph 134 and on that basis denies them. The second sentence of Paragraph 134 contains a legal conclusion to which no response is required. To the extent that a response is required, Thai Airways denies the allegations in the second sentence of Paragraph 134.

135. Thai Airways lacks sufficient knowledge and information to form a belief as to the truth of the allegations in the first sentence of Paragraph 135 and on that basis denies them. Thai Airways denies the allegations in the second sentence of Paragraph 135 as to itself. Thai Airways is without sufficient knowledge or information to form a

belief as to the truth of the allegations in Paragraph 135 as they relate to other Defendants and on that basis denies them.

136. Thai Airways denies the allegations in Paragraph 136 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 136 as they relate to other Defendants, the Plaintiffs or putative class members and on that basis denies them.

137. Thai Airways denies the allegations in Paragraph 137 as to any involvement of it in any conspiracy and states that it is without sufficient knowledge or information to form a belief as to truth of the remaining allegations of Paragraph 137 and on that basis denies them.

138. Paragraph 138 is a legal conclusion to which a response is not required. To the extent a response is required, Thai Airways denies the allegations in Paragraph 138.

AMNESTY RECIPIENT

139. Thai Airways admits that the U.S. Department of Justice has announced a leniency policy and refers to that policy for its terms. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the remaining allegations of Paragraph 139 and on that basis denies them.

140. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations of Paragraph 140 and on that basis denies them.

141. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations of Paragraph 141 and on that basis denies them.

COUNT 1
VIOLATION OF THE SHERMAN ACT
(ON BEHALF OF DOMESTIC DIRECT PURCHASERS)

142. In response to Paragraph 142, Thai Airways restates its responses to Paragraphs 1 through 141.

U.S. Direct Purchaser Plaintiffs

143. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations of Paragraph 143, except denies that the Plaintiff identified in Paragraph 143 suffered injuries as a result of purported purchases of air cargo services from Thai Airways.

144. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations of Paragraph 144, except denies that the Plaintiff identified in Paragraph 144 suffered injuries as a result of purported purchases of air cargo services from Thai Airways.

145. Thai Airways admits that FTS International Express, Inc. has purchased air freight services from Thai Airways at some point during the Plaintiffs' purported Class Period. As to the remaining allegations, Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations of Paragraph 145 and on that basis denies them. Thai Airways denies that FTS International Express, Inc. suffered injuries as a result of purchases of air cargo services from Thai Airways.

146. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations of Paragraph 146, except denies that the Plaintiff identified in Paragraph 146 suffered injuries as a result of purported purchases of air cargo services from Thai Airways.

147. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations of Paragraph 147, except denies that the Plaintiff identified in Paragraph 147 suffered injuries as a result of purported purchases of air cargo services from Thai Airways.

148. Thai Airways admits that R.I.M. Logistics, Ltd. has purchased air freight services from Thai Airways at some point during the Plaintiffs' purported Class Period. As to the remaining allegations, Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations of Paragraph 148 and on that basis denies them. Thai Airways denies that R.I.M. Logistics, Ltd. suffered injuries as a result of purchases of air cargo services from Thai Airways.

149. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations of Paragraph 149, except denies that the Plaintiff identified in Paragraph 149 suffered injuries as a result of purported purchases of air cargo services from Thai Airways.

150. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations of Paragraph 150, except denies that the Plaintiff identified in Paragraph 150 suffered injuries as a result of purported purchases of air cargo services from Thai Airways.

151. Thai Airways admits that TNT Freight Management USA, Inc. has purchased air freight services from Thai Airways at some point during the Plaintiffs' purported Class Period. As to the remaining allegations, Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations of Paragraph 151 and on that basis denies them. Thai Airways denies that TNT Freight

Management USA, Inc. suffered injuries as a result of purchases of air cargo services from Thai Airways.

152. Paragraph 152 is Plaintiffs' own definition of a term to which no response is required.

153. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations of Paragraph 153 and on that basis denies them.

Defendants

154. Thai Airways admits that Plaintiffs purport to name as Defendants those entities described in Paragraphs 23 through 68 and Thai Airways restates its responses thereto.

Jurisdiction and Venue

155. Paragraph 155 contains Plaintiffs' characterization of their case, to which no response is required. To the extent that a response is required, Thai Airways admits that Plaintiffs purport to bring a case under U.S. antitrust law but deny that Plaintiffs are entitled to relief or that the case may be properly maintained as a class action.

156. The allegations in Paragraph 156 are legal statements concerning jurisdiction to which no response is required. To the extent that a response is required, Thai Airways admits that this Court has jurisdiction over certain aspects of Plaintiffs' claims.

157. The allegations in Paragraph 157 are legal statements concerning venue to which no response is required. To the extent that a response is required, Thai Airways admits that this Court has venue over certain aspects of Plaintiffs' claims.

158. The allegations in Paragraph 158 are legal statements concerning venue to which no response is required. To that extent a response is required Thai Airways admits the first sentence of Paragraph 158 and denies the second sentence as it relates to Thai Airways.

Class Action Allegations

159. Thai Airways admits that Plaintiffs purport to bring this case as a class action on behalf of the alleged putative class. Thai Airways denies that this case may be properly maintained as a class action. To the extent that Paragraph 159 contains additional allegations requiring response, Thai Airways denies such allegations.

160. Thai Airways denies the allegations in Paragraph 160.

161. Thai Airways denies the allegations in Paragraph 161.

162. Thai Airways admits that, at some point during Plaintiffs' purported Class Period, FTS, R.I.M. and TNT purchased air freight services from Thai Airways. Thai Airways denies the remaining allegations of Paragraph 162.

163. Thai Airways denies the allegations in Paragraph 163.

164. Thai Airways denies the allegations in Paragraph 164.

165. Thai Airways denies the allegations in Paragraph 165.

166. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 166.

167. Thai Airways lacks sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 167 and on that basis denies them.

Injury to the U.S. Direct Purchaser Plaintiffs and U.S. Direct Purchaser Class

168. Thai Airways denies the allegations in Paragraph 168.

169. Thai Airways denies the allegations in Paragraph 169.

170. Thai Airways denies the allegations in Paragraph 170.

Violation Alleged

171. Thai Airways denies the allegations in Paragraph 171 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 171 as to other Defendants and on that basis denies them.

172. Thai Airways denies the allegations in Paragraph 172 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 172 as to other Defendants and on that basis denies them.

173. Thai Airways admits that it sold air cargo services in foreign commerce and received payment for such services, but Thai Airways denies the remaining allegations in Paragraph 173.

174. Thai Airways denies the allegations in Paragraph 174 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 174 as to other Defendants and on that basis denies them.

175. Thai Airways denies the allegations in Paragraph 175 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 175 as to other Defendants and on that basis denies them.

176. Thai Airways admits that Plaintiffs purport to seek the relief described in Paragraph 176 but denies that the relief sought is appropriate or available.

COUNT II
VIOLATION OF FEDERAL AND STATE ANTITRUST AND UNFAIR
COMPETITION LAWS AND STATE COMMON LAW (FOUR SUBCOUNTS
BROUGHT ON BEHALF OF DOMESTIC INDIRECT PURCHASERS)

177. This Paragraph puts forth Indirect Purchaser Plaintiffs' characterization of the case to which a response is not required. Moreover, claims for damages arising from the violation of Federal antitrust laws and all claims arising from state antitrust and unfair competition laws and state common laws on behalf of Indirect Purchasers did not survive Defendants' Motion to Dismiss. To the extent that a response is required, Thai Airways restates its responses to Paragraphs 1 through 141.

U.S. Indirect Purchaser Plaintiffs and U.S. Indirect Purchaser Subclass Plaintiffs

178. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 178, except denies that the Plaintiff identified in Paragraph 178 suffered injuries as a result of purported indirect purchases of air cargo services from Thai Airways.

179. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 179, except denies that the Plaintiff identified in Paragraph 179 suffered injuries as a result of purported indirect purchases of air cargo services from Thai Airways.

180. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 180, except denies that the Plaintiff identified in Paragraph 180 suffered injuries as a result of purported indirect purchases of air cargo services from Thai Airways.

181. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 181, except denies that the Plaintiff

identified in Paragraph 181 suffered injuries as a result of purported indirect purchases of air cargo services from Thai Airways.

182. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 182, except denies that the Plaintiff identified in Paragraph 182 suffered injuries as a result of purported indirect purchases of air cargo services from Thai Airways.

183. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 183, except denies that the Plaintiff identified in Paragraph 183 suffered injuries as a result of purported indirect purchases of air cargo services from Thai Airways.

184. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 184, except denies that the Plaintiff identified in Paragraph 184 suffered injuries as a result of purported indirect purchases of air cargo services from Thai Airways.

185. Paragraph 185 is Plaintiffs' own definition of a term to which no response is required.

186. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 186.

Defendants

187. Thai Airways admits that Plaintiffs purport to name as Defendants those entities described in Paragraphs 23 through 68 and Thai Airways restates its responses thereto.

Jurisdiction and Venue

188. Thai Airways admits that Plaintiffs purport to bring this action pursuant to laws stated in Paragraph 188 but denies that the relief sought is appropriate or available.

189. A response from Thai Airways is not required as these claims did not survive Defendants' Motion to Dismiss the Indirect Purchaser claims.

190. The allegations in Paragraph 190 are legal statements concerning venue to which no response is required. To the extent that a response is required, Thai Airways admits that this Court has venue over certain aspects of Plaintiffs' claims.

191. The allegations in Paragraph 191 are legal statements concerning venue to which no response is required. To that extent a response is required Thai Airways admits the first sentence of Paragraph 158 and denies the second sentence as it relates to Thai Airways.

Class Action Allegations

192. Thai Airways admits that Plaintiffs purport to bring this case as a class action on behalf of the alleged putative class. Thai Airways denies that this case may be properly maintained as a class action. To the extent that Paragraph 192 contains additional allegations requiring response, Thai Airways denies such allegations.

193. A response from Thai Airways is not required as these claims did not survive Defendants' Motion to Dismiss the Indirect Purchaser claims.

194. Thai Airways denies the allegations in Paragraph 194.

195. Thai Airways denies the allegations in Paragraph 195.

196. Thai Airways denies the allegations in Paragraph 196.

197. A response from Thai Airways is not required as these claims did not survive Defendants' Motion to Dismiss the Indirect Purchaser claims. To the extent a response is required, Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 197 and on that basis denies them.

198. Thai Airways denies the allegations in Paragraph 198.

199. Thai Airways denies the allegations in Paragraph 199.

200. Thai Airways denies the allegations in Paragraph 200.

201. Thai Airways denies the allegations in Paragraph 201.

202. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 202 and on that basis denies them.

203. Thai Airways lacks sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 203 and on that basis denies them.

204. Thai Airways lacks sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 204 and on that basis denies them.

Injury to the U.S. Indirect Purchaser Plaintiffs and Class

205. Thai Airways denies the allegations in Paragraph 205 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 205 as to other Defendants and on that basis denies them.

206. Thai Airways denies the allegations in Paragraph 206 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 206 as to other Defendants and on that basis denies them.

Violations Alleged

207. Thai Airways denies the allegations in Paragraph 207.

Subcount I: Violation of the Sherman Act:

208. Thai Airways denies the allegations in Paragraph 208 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 208 as to other Defendants and on that basis denies them.

209. Thai Airways denies the allegations in Paragraph 209 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 209 as to other Defendants and on that basis denies them.

210. Thai Airways denies the allegations in Paragraph 210.

211. Thai Airways denies the allegations in Paragraph 211 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 211 as to other Defendants and on that basis denies them.

212. Thai Airways admits that Plaintiffs purport to seek the remedy set forth in Paragraph 212, but denies that such relief is appropriate or available.

Subcount II: Violations of State Antitrust Statutes and Common Law

213. A response from Thai Airways is not required as these claims did not survive Defendants' Motion to Dismiss the Indirect Purchaser claims.

214. A response from Thai Airways is not required as these claims did not survive Defendants' Motion to Dismiss the Indirect Purchaser claims.

215. A response from Thai Airways is not required as these claims did not survive Defendants' Motion to Dismiss the Indirect Purchaser claims.

216. A response from Thai Airways is not required as these claims did not survive Defendants' Motion to Dismiss the Indirect Purchaser claims.

Subcount III: Violations of State Consumer Protection and Unfair Competition

Statutes

217. A response from Thai Airways is not required as these claims did not survive Defendants' Motion to Dismiss the Indirect Purchaser claims.

218. A response from Thai Airways is not required as these claims did not survive Defendants' Motion to Dismiss the Indirect Purchaser claims.

219. A response from Thai Airways is not required as these claims did not survive Defendants' Motion to Dismiss the Indirect Purchaser claims.

220. A response from Thai Airways is not required as these claims did not survive Defendants' Motion to Dismiss the Indirect Purchaser claims.

221. A response from Thai Airways is not required as these claims did not survive Defendants' Motion to Dismiss the Indirect Purchaser claims.

Subcount IV: Unjust Enrichment

222. A response from Thai Airways is not required as these claims did not survive Defendants' Motion to Dismiss the Indirect Purchaser claims.

223. A response from Thai Airways is not required as these claims did not survive Defendants' Motion to Dismiss the Indirect Purchaser claims.

224. A response from Thai Airways is not required as these claims did not survive Defendants' Motion to Dismiss the Indirect Purchaser claims.

**COUNT III
VIOLATION OF THE SHERMAN ACT
(ON BEHALF OF U.S. DIRECT FOREIGN PURCHASERS)**

225. In response to Paragraph 225, Thai Airways restates its responses to Paragraphs 1 through 141.

U.S. Direct Foreign Plaintiffs

226. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations of Paragraph 226, except denies that the Plaintiff identified in Paragraph 226 suffered injuries as a result of purported purchases of air cargo services from Thai Airways.

227. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations of Paragraph 227, except denies that the Plaintiff identified in Paragraph 227 suffered injuries as a result of purported purchases of air cargo services from Thai Airways.

228. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations of Paragraph 228, except denies that the Plaintiff identified in Paragraph 228 suffered injuries as a result of purported purchases of air cargo services from Thai Airways.

229. Paragraph 229 is Plaintiffs' own definition of a term to which no response is required.

230. Thai Airways denies the allegations in Paragraph 230 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 230 as they relate to other Defendants and on that basis denies them.

Defendants

231. Thai Airways admits that Plaintiffs purport to name as Defendants those entities described in Paragraphs 23 through 68 and Thai Airways restates its responses thereto.

Jurisdiction and Venue

232. Paragraph 232 contains Plaintiffs' characterization of their case, to which no response is required. To the extent that a response is required, Thai Airways admits that Plaintiffs purport to bring a case under U.S. antitrust law but deny that Plaintiffs are entitled to relief or that the case may be properly maintained as a class action.

233. The allegations in Paragraph 233 are legal statements concerning jurisdiction to which no response is required. To the extent that a response is required, Thai Airways admits that this Court has jurisdiction over certain aspects of Plaintiffs' claims.

234. Paragraph 234 contains Plaintiffs' characterization of their case, to which no response is required. To the extent that a response is required, Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in this Paragraph.

235. Paragraph 235 contains Plaintiffs' characterization of their case, to which no response is required. To the extent a response is required, Thai Airways admits that the Court has jurisdiction over certain aspects of this case, but denies that Plaintiffs are entitled to relief or that the case may be properly maintained as a class action.

236. To the extent that a response is required, Thai Airways denies the allegations in Paragraph 236, as to itself. Thai Airways is without sufficient information or knowledge to form a belief as to truth of these allegations as they relate to other Defendants and on that basis denies them.

237. The allegations in Paragraph 237 are legal statements concerning venue to which no response is required. To the extent that a response is required, Thai Airways admits that this Court has venue over certain aspects of Plaintiffs' claims.

238. The allegations in Paragraph 238 are legal statements concerning venue to which no response is required. To that extent a response is required Thai Airways admits the first sentence of Paragraph 238 and denies the second sentence as it relates to Thai Airways.

Class Action Allegations

239. Thai Airways admits that Plaintiffs purport to bring this action as a class action on behalf of the alleged putative class. Thai Airways denies that this case may properly maintained as a class action. To the extent that Paragraph 159 contains additional allegations requiring response, Thai Airways denies such allegations.

240. Thai Airways denies the allegations in Paragraph 240.

241. Thai Airways denies the allegations in Paragraph 241.

242. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 242.

243. Thai Airways denies the allegations in Paragraph 243.

244. Thai Airways denies the allegations in Paragraph 244.

245. Thai Airways denies the allegations in Paragraph 245.

246. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 246.

247. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 247.

Injury to the U.S. Foreign Plaintiffs and U.S. Direct Foreign Subclass

248. Thai Airways denies the allegations in Paragraph 248 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 248 as to other Defendants and on that basis denies them.

249. Thai Airways denies the allegations in Paragraph 249.

250. Thai Airways denies the allegations in Paragraph 250 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 250 as to other Defendants and on that basis denies them.

251. Thai Airways denies the allegations in Paragraph 251.

Violation Alleged

252. Thai Airways denies the allegations in Paragraph 252 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 252 as to other Defendants and on that basis denies them.

253. Thai Airways denies the allegations in Paragraph 253 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 253 as to other Defendants and on that basis denies them.

254. Thai Airways denies the allegations in Paragraph 254 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 254 as to other Defendants and on that basis denies them.

255. Thai Airways denies the allegations in Paragraph 255 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 255 as to other Defendants and on that basis denies them.

256. Thai Airways admits that it sold air cargo services in foreign commerce and received payment for such services, and denies the remaining allegations in Paragraph 256.

257. Thai Airways denies the allegations in Paragraph 257 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 257 as to other Defendants and on that basis denies them.

258. Thai Airways admits that it sold air cargo services in foreign commerce and received payment for such services, and denies the remaining allegations in Paragraph 258.

259. Thai Airways denies the allegations in Paragraph 259.

260. Thai Airways admits that Plaintiffs purport to seek the relief described in Paragraph 260, but denies that the relief sought is appropriate or available.

COUNT IV
VIOLATIONS OF THE SHERMAN ACT AND E.U. LAW
(ON BEHALF OF E.U. DIRECT FOREIGN PURCHASERS)

261. This Paragraph puts forth E.U. Direct Foreign Purchaser Plaintiffs' characterization of the case to which a response is not required. Moreover, all claims arising from E.U. law did not survive Defendants' Motion to Dismiss. To the extent that a response is required, Thai Airways restates its responses to Paragraphs 1 through 141.

E.U. Direct Foreign Plaintiffs

262. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations of Paragraph 262, except denies that the Plaintiff identified in Paragraph 262 suffered injuries as a result of purported purchases of air cargo services from Thai Airways.

263. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations of Paragraph 263, except denies that the Plaintiff identified in Paragraph 263 suffered injuries as a result of purported purchases of air cargo services from Thai Airways.

264. Paragraph 264 is Plaintiffs' own definition of a term to which no response is required.

265. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 265 and on that basis denies them.

Defendants

266. Thai Airways admits that Plaintiffs purport to name as Defendants those entities described in Paragraphs 23 through 68 and Thai Airways restates its responses thereto.

Jurisdiction and Venue

267. Paragraph 267 contains Plaintiffs' characterization of their case, to which no response is required. To the extent that a response is required, Thai Airways admits that Plaintiffs purport to bring a case under U.S. antitrust law but deny that Plaintiffs are entitled to relief or that the case may be properly maintained as a class action.

268. The allegations in Paragraph 268 are legal statements concerning jurisdiction to which no response is required. To the extent that a response is required, Thai Airways admits that this Court has jurisdiction over certain aspects of Plaintiffs' claims.

269. Paragraph 269 contains Plaintiffs' characterization of their case, to which no response is required. To the extent that a response is required, Thai Airways is

without sufficient knowledge or information to form a belief as to the truth of the allegations in this Paragraph.

270. Paragraph 270 contains Plaintiffs' characterization of their case, to which no response is required. To the extent a response is required, Thai Airways admits that the Court has jurisdiction over certain aspects of this case, but denies that Plaintiffs are entitled to relief or that the case may be properly maintained as a class action.

271. Thai Airways denies the allegations as to itself. Thai Airways is without sufficient knowledge and information to form a belief as to the truth of the allegations in Paragraph 271 as to other Defendants and on that basis denies them.

272. A response from Thai Airways is not required as these claims did not survive Defendants' Motion to Dismiss the E.U. foreign law claims.

273. A response from Thai Airways is not required as these claims did not survive Defendants' Motion to Dismiss the E.U. foreign law claims.

274. The allegations in Paragraph 274 are legal statements concerning venue to which no response is required. To the extent that a response is required, Thai Airways admits that this Court has venue over certain aspects of Plaintiffs' claims.

275. The allegations in Paragraph 275 are legal statements concerning venue to which no response is required. To that extent a response is required Thai Airways admits the first sentence of Paragraph 158 and denies the second sentence as it relates to Thai Airways.

Class Action Allegations

276. Thai Airways admits that Plaintiffs purport to bring this case as a class action on behalf of the alleged putative class. Thai Airways denies that this case may be

properly maintained as a class action. To the extent that Paragraph 276 contains additional allegations requiring response, Thai Airways denies such allegations.

277. Thai Airways denies the allegations in Paragraph 277.

278. Thai Airways denies the allegations in Paragraph 278.

279. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 279 and on that basis denies them.

280. Thai Airways denies the allegations in Paragraph 280.

281. Thai Airways denies the allegations in Paragraph 281.

282. Thai Airways denies the allegations in Paragraph 282.

283. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 283.

284. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 284.

**Injury, Loss, and Damage to the E.U. Direct Foreign Plaintiffs
and E.U. Direct Foreign Subclass**

Sherman Act Injury:

285. Thai Airways denies the allegations in Paragraph 285 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 285 as to other Defendants and on that basis denies them.

286. Thai Airways denies the allegations in Paragraph 286 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 286 as to other Defendants and on that basis denies them.

287. Thai Airways denies the allegations in Paragraph 287 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 287 as to other Defendants and on that basis denies them.

E.U. Law Loss and Damage:

288. A response from Thai Airways is not required as these claims did not survive Defendants' Motion to Dismiss the E.U. foreign law claims.

289. A response from Thai Airways is not required as these claims did not survive Defendants' Motion to Dismiss the E.U. foreign law claims.

290. A response from Thai Airways is not required as these claims did not survive Defendants' Motion to Dismiss the E.U. foreign law claims.

291. A response from Thai Airways is not required as these claims did not survive Defendants' Motion to Dismiss the E.U. foreign law claims.

Violations Alleged

Sherman Act Violation:

292. Thai Airways denies the allegations in Paragraph 292 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 292 as to other Defendants and on that basis denies them.

293. Thai Airways denies the allegations in Paragraph 293 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 293 as to other Defendants and on that basis denies them.

294. Thai Airways denies the allegations in Paragraph 294 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 294 as to other Defendants and on that basis denies them.

295. Thai Airways denies the allegations in Paragraph 295 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 295 as to other Defendants and on that basis denies them.

296. Thai Airways admits that it sold air cargo services in foreign commerce and received payment for such services, and denies the remaining allegations in Paragraph 296.

297. Thai Airways denies the allegations in Paragraph 297 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 297 as to other Defendants and on that basis denies them.

298. Thai Airways admits that it sold air cargo services in foreign commerce and received payment for such services, and denies the remaining allegations in Paragraph 298.

299. Thai Airways denies the allegations in Paragraph 299 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 299 as to other Defendants and on that basis denies them.

300. Thai Airways admits that Plaintiffs purport to seek the relief described in Paragraph 300, but denies that the relief sought is appropriate or available.

E.U. Law Infringements:

301. A response from Thai Airways is not required as these claims did not survive Defendants' Motion to Dismiss the E.U. foreign law claims.

302. A response from Thai Airways is not required as these claims did not survive Defendants' Motion to Dismiss the E.U. foreign law claims.

303. A response from Thai Airways is not required as these claims did not survive Defendants' Motion to Dismiss the E.U. foreign law claims.

304. A response from Thai Airways is not required as these claims did not survive Defendants' Motion to Dismiss the E.U. foreign law claims.

305. A response from Thai Airways is not required as these claims did not survive Defendants' Motion to Dismiss the E.U. foreign law claims.

306. A response from Thai Airways is not required as these claims did not survive Defendants' Motion to Dismiss the E.U. foreign law claims.

307. A response from Thai Airways is not required as these claims did not survive Defendants' Motion to Dismiss the E.U. foreign law claims.

308. A response from Thai Airways is not required as these claims did not survive Defendants' Motion to Dismiss the E.U. foreign law claims.

309. A response from Thai Airways is not required as these claims did not survive Defendants' Motion to Dismiss the E.U. foreign law claims.

COUNT V
VIOLATION OF THE SHERMAN ACT AND E.U. LAW
(ON BEHALF OF E.U. INDIRECT FOREIGN PURCHASERS)

310. This Paragraph puts forth E.U. Indirect Purchaser Plaintiffs' characterization of the case, to which a response is not required. Moreover, claims for damages arising from the violation of Federal antitrust laws and all claims arising from E.U. law did not survive Defendants' Motion to Dismiss. To the extent that a response is required, Thai Airways restates its responses to Paragraphs 1 through 141.

E.U. Indirect Foreign Plaintiffs

311. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations of Paragraph 311, except denies that the Plaintiff identified in Paragraph 311 suffered injuries as a result of purported purchases of air cargo services from Thai Airways.

312. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations of Paragraph 312, except denies that the Plaintiff identified in Paragraph 312 suffered injuries as a result of purported purchases of air cargo services from Thai Airways.

313. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations of Paragraph 313, except denies that the Plaintiff identified in Paragraph 313 suffered injuries as a result of purported purchases of air cargo services from Thai Airways.

314. Paragraph 314 is Plaintiffs' own definition of a term to which no response is required.

315. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 315 and on that basis denies them.

Defendants

316. Thai Airways admits that Plaintiffs purport to name as Defendants those entities described in Paragraphs 23 through 68 and Thai Airways restates its responses thereto.

Jurisdiction and Venue

317. Paragraph 317 contains Plaintiffs' characterization of their case, to which no response is required. To the extent that a response is required, Thai Airways admits that Plaintiffs purport to bring a case under U.S. antitrust law but denies that Plaintiffs are entitled to relief or that the case may be properly maintained as a class action.

318. The allegations in Paragraph 318 are legal statements concerning jurisdiction to which no response is required. To the extent that a response is required, Thai Airways admits that this Court has jurisdiction over certain aspects of Plaintiffs' claims.

319. Paragraph 319 contains Plaintiffs' characterization of their case, to which no response is required. To the extent that a response is required, Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in this Paragraph.

320. Paragraph 320 contains Plaintiffs' characterization of their case, to which no response is required. To the extent a response is required, Thai Airways admits that the Court has jurisdiction over certain aspects of this case, but denies that Plaintiffs are entitled to relief or that the case may be properly maintained as a class action.

321. Thai Airways denies the allegations in Paragraph 321 as to itself. Thai Airways is without sufficient knowledge and information to form a belief as to the truth of the allegations in Paragraph 321 as to other Defendants and on that basis denies them.

322. A response from Thai Airways is not required as these claims did not survive Defendants' Motion to Dismiss the E.U. foreign law claims.

323. A response from Thai Airways is not required as these claims did not survive Defendants' Motion to Dismiss the E.U. foreign law claims.

324. The allegations in Paragraph 324 are legal statements concerning venue to which no response is required. To the extent that a response is required, Thai Airways admits that this Court has venue over certain aspects of Plaintiffs' claims.

325. The allegations in Paragraph 325 are legal statements concerning venue to which no response is required. To that extent a response is required Thai Airways admits the first sentence of Paragraph 158 and denies the second sentence as it relates to Thai Airways.

Class Action Allegations

326. Thai Airways admits that Plaintiffs purport to bring this case as a class action on behalf of the alleged putative class. Thai Airways denies that this case may be properly maintained as a class action. To the extent that Paragraph 326 contains additional allegations requiring response, Thai Airways denies such allegations.

327. Thai Airways denies the allegations in Paragraph 327.

328. Thai Airways denies the allegations in Paragraph 328.

329. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 329 and on that basis denies them.

330. Thai Airways denies the allegations in Paragraph 330.

331. Thai Airways denies the allegations in Paragraph 331.

332. Thai Airways denies the allegations in Paragraph 332.

333. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 333.

334. Thai Airways denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 334.

**Injury, Loss, and Damage to the E.U. Direct Foreign Plaintiffs
and E.U. Direct Foreign Subclass**

Sherman Act Injury:

335. Thai Airways denies the allegations in Paragraph 335 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 335 as to other Defendants and on that basis denies them.

336. Thai Airways denies the allegations in Paragraph 336 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 336 as to other Defendants and on that basis denies them.

337. Thai Airways denies the allegations in Paragraph 337 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 337 as to other Defendants and on that basis denies them.

E.U. Law Loss and Damage:

338. A response from Thai Airways is not required as these claims did not survive Defendants' Motion to Dismiss the E.U. foreign law claims.

339. A response from Thai Airways is not required as these claims did not survive Defendants' Motion to Dismiss the E.U. foreign law claims.

340. A response from Thai Airways is not required as these claims did not survive Defendants' Motion to Dismiss the E.U. foreign law claims.

341. A response from Thai Airways is not required as these claims did not survive Defendants' Motion to Dismiss the E.U. foreign law claims.

Violations Alleged

Sherman Act Violation:

342. Thai Airways denies the allegations in Paragraph 342 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 342 as to other Defendants and on that basis denies them.

343. Thai Airways denies the allegations in Paragraph 343 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 343 as to other Defendants and on that basis denies them.

344. Thai Airways denies the allegations in Paragraph 344 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 344 as to other Defendants and on that basis denies them.

345. Thai Airways denies the allegations in Paragraph 345 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 345 as to other Defendants and on that basis denies them.

346. Thai Airways admits that it sold air cargo services in foreign commerce and received payment for such services, and denies the remaining allegations in Paragraph 346.

347. Thai Airways denies the allegations in Paragraph 347 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 347 as to other Defendants and on that basis denies them.

348. Thai Airways admits that it sold air cargo services in foreign commerce and received payment for such services, and denies the remaining allegations in Paragraph 348.

349. Thai Airways denies the allegations in Paragraph 349 as to itself. Thai Airways is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 349 as to other Defendants and on that basis denies them.

350. Thai Airways admits that Plaintiffs seek the relief described in Paragraph 350, but denies that the relief sought is appropriate or available.

E.U. Law Infringements:

351. A response from Thai Airways is not required as these claims did not survive Defendants' Motion to Dismiss the E.U. foreign law claims.

352. A response from Thai Airways is not required as these claims did not survive Defendants' Motion to Dismiss the E.U. foreign law claims.

353. A response from Thai Airways is not required as these claims did not survive Defendants' Motion to Dismiss the E.U. foreign law claims.

354. A response from Thai Airways is not required as these claims did not survive Defendants' Motion to Dismiss the E.U. foreign law claims.

355. A response from Thai Airways is not required as these claims did not survive Defendants' Motion to Dismiss the E.U. foreign law claims.

356. A response from Thai Airways is not required as these claims did not survive Defendants' Motion to Dismiss the E.U. foreign law claims.

357. A response from Thai Airways is not required as these claims did not survive Defendants' Motion to Dismiss the E.U. foreign law claims.

358. A response from Thai Airways is not required as these claims did not survive Defendants' Motion to Dismiss the E.U. foreign law claims.

359. A response from Thai Airways is not required as these claims did not survive Defendants' Motion to Dismiss the E.U. foreign law claims.

COUNT VI
VIOLATIONS OF E.U. LAW
(ON BEHALF OF MIXED U.S.-E.U FOREIGN PURCHASERS)

360–394. Claims arising from the alleged violation of E.U. competition laws did not survive Defendants' Motion to Dismiss. Accordingly, Thai Airways is not required to respond to Paragraphs 360 through 394.

COUNT VII
VIOLATION OF E.U. LAW
(ON BEHALF OF E.U. FOREIGN PURCHASERS)

395–427. This Paragraph puts forth E.U. Foreign Purchaser Plaintiffs' characterization of the case, to which a response is not required. Moreover, claims arising from the alleged violation of E.U. competition laws did not survive Defendants' Motion to Dismiss. Accordingly, Thai Airways is not required to respond to Paragraphs 395 through 427.

Plaintiffs' Prayer for Relief does not contain allegations of fact or law that require a response from Thai Airways; however, to the extent that a response is required, Thai Airways denies the allegations in the Prayer for Relief and denies that the relief sought by Plaintiffs is appropriate or available.

AFFIRMATIVE DEFENSES

Without assuming any burden of proof that it would otherwise not bear under applicable law, Thai Airways asserts the following affirmative defenses to each and every cause of action alleged in the Complaint:

FIRST AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred by applicable statutes of limitations.

SECOND AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, by the doctrines of unclean hands, *in pari delicto* and equal responsibility.

THIRD AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, because Plaintiffs lack standing to assert them.

FOURTH AFFIRMATIVE DEFENSE

The Complaint fails to state facts sufficient to state a claim upon which relief may be granted.

FIFTH AFFIRMATIVE DEFENSE

The Complaint fails to allege fraudulent concealment with sufficient specificity.

SIXTH AFFIRMATIVE DEFENSE

Plaintiffs' claims and the claims of others alleged to be members of the putative class are barred in whole or in part, because Plaintiffs and others alleged to be members of the putative class have not suffered any injury or damage as a result of the conduct alleged.

SEVENTH AFFIRMATIVE DEFENSE

To the extent that any Plaintiff alleges injuries arising from purchases made outside of the United States or non-domestic effects of the alleged conspiracy, such Plaintiff lacks standing to sue and this Court is without subject matter jurisdiction to hear such Plaintiff's claims. Plaintiffs cannot recover for claims arising from the foreign effects of the alleged conspiracy.

EIGHTH AFFIRMATIVE DEFENSE

Plaintiffs may not assert causes of action on behalf of the putative class, because their claims are not typical of those of the putative class. For this reason, among others, Plaintiffs cannot adequately represent the putative class.

NINTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, because Plaintiffs' alleged injuries were not proximately caused by any act or omission related to Thai Airways.

TENTH AFFIRMATIVE DEFENSE

Plaintiffs are precluded from recovering damages, in whole or in part, because and to the extent of, their failure to mitigate damages.

ELEVENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, by the primary jurisdiction doctrine.

TWELFTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, by the filed rate doctrine.

THIRTEENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, by the act of state, foreign sovereign compulsion, state action, international comity and/or Noerr-Pennington doctrines.

FOURTEENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, by the implied preemption doctrine.

FIFTEENTH AFFIRMATIVE DEFENSE

Thai Airways adopts and incorporates by reference any applicable defense pleaded by any other Defendant not otherwise expressly set forth herein.

The answering Defendant is a Foreign Sovereign within the meaning of the Foreign Sovereign Immunities Act (FSIA), 28 U.S.C. § 1602 et seq., and as a result, it is entitled to a trial of all allegations against it in the First Consolidated Amended Complaint without a jury.

WHEREFORE, this answering Defendant, Thai Airways, demands Judgment dismissing all Counts in the First Consolidated Amended Complaint intended to be alleged against it, with costs, and that the Court grant such other, further and different relief to Thai Airways as the Court deems just and proper. Thai Airways hereby reserves the right to amend or supplement its Answer and to assert any other affirmative defenses as and if they become available.

October 30, 2009
New York, New York

CRAVATH, SWAINE & MOORE LLP,

by

/s/ Ronald S. Rolfe

Ronald S. Rolfe
Rowan D. Wilson

Worldwide Plaza
825 Eighth Avenue
New York, NY 10019
(212) 474-1000
rrolfe@cravath.com
rwilson@cravath.com

*Attorneys for Defendant Thai Airways
International Public Company
Limited.*